

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

TONYA KING, MARVALACE GARRETT,
TERRANCE BELL, MEGHAN
RICHARDSON, HEATHER PENZKOFER,
LUCIA FLORES, KAREN AYALA, ANNE
SIDLER, LISA TOLER, BARBARA
WUEST-MOORE, WILLIAM TAYLOR,
SARAH GAMBOA, KATIE GORTVA,
KENNETH HILDERBRAND, ANNA BOYD,
as Guardian and Next Friend of O.G.,
BRIDGET LAWRENCE, as Guardian and
Next Friend of C.L., and LATOYA
LAWRENCE, as Guardian and Next Friend of
J.C., individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LIGHTRICKS, LTD. and LIGHTRICKS US,
INC.

Defendants.

Case No. 2024LA000197

Judge: Hon. Robin Schmidt

FILED

SEP 26 2024

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Joseph B. Porel Clerk of the
Circuit Court

[Proposed] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and Memorandum in support of the Motion, the Class Action Settlement Agreement between Tonya King, Marvalace Garrett, Terrance Bell, Meghan Richardson, Heather Penzkofer, Lucia Flores, Karen Ayala, Anne Sidler, Lisa Toler, Barbara Wuest-Moore, William Taylor, Sarah Gamboa, Katie Gortva, Kenneth Hilderbrand, Anna Boyd, as Guardian and Next Friend of O.G., Bridget Lawrence, as Guardian and Next Friend of C.L., and Latoya Lawrence, as Guardian and Next Friend of J.C (collectively, "Plaintiffs"), and Lightricks US, Inc. and Lightricks, Ltd. ("Lightricks" or "Defendants"), and all other papers that have been filed with the Court related to

the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under 735 ILCS 5/2-801 – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the following Settlement Class:

The Settlement Class:

All individuals in Illinois whose image or voice was analyzed by a Lightricks App at any time between September 30, 2017 and the Objection/Exclusion Deadline (the “Class Period”).

For clarity, the Class will include both minors and adults and all will be treated the same under the terms of the Settlement. Excluded from the Settlement Class are: (i) Defendants; (ii) any person who was an officer or director of Defendants during the Class Period; (iii) any firm or entity in which Defendants have or had a controlling interest; (iv) parents, affiliates, or subsidiaries of Defendants; (v) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vi) the Court and

staff (and the immediate family thereof) to whom this Action is assigned; and (vii) any other persons or entities who or which validly exclude themselves from the Settlement Class.

5. For settlement purposes only, Plaintiffs are designated and appointed as Settlement Class Representatives.

6. For settlement purposes only, the following counsel are designated and appointed as Class Counsel: Peiffer Wolf Carr Kane Conway & Wise LLP, Wolf Haldenstein Adler Freeman & Herz LLC, Siri & Glimstad, LLP, and Don Bivens PLLC.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in this litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety. The Court further recognizes that, pursuant to the Settlement Agreement, if the Settlement is terminated then Plaintiffs will dismiss this action without prejudice.

8. The Court approves, in form and content, the forms of Notice attached to the Settlement Agreement as Exhibits 1-3 and finds that they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current and former users of Defendants' online services and applications, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on

all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Kroll Settlement Administration is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against any Released Parties relating to the Released Claims released under the terms of the Settlement Agreement.

13. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of 30 days after the Notice Date they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any Members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

14. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

15. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to any aspect of the Settlement Agreement.

16. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the Fee Award that Class Counsel intends to seek and the payment of the Service Awards to the Settlement Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in Paragraph 17 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 30 days after the Notice Date.

17. Any Settlement Class Member who intends to object to the Settlement must include in any such objection: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Action; (iii) information sufficient to identify the objector's Lightricks App account(s), including but not limited to the unique email address(es) used with such account(s) and the identification number(s) associated with his or her use of Defendants' services; (iv) all other information required by the Claim Form to identify the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (v) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (vi) the identification of any other objections he/she has filed, or has had

filed on his/her behalf, in any other class action cases in the last four years; and (vii) the objector's notarized wet hand signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

18. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not timely make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

19. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.

20. The Final Approval Hearing shall be held before the Court on January 6, 2025 at 10:30 a.m. via Zoom Video Conference (Meeting: 969 230 7334; Password: 889222) (or at such other time and location as the Court may without further notice direct) for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement Agreement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the final order as provided under the Settlement Agreement should be entered including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

(d) to consider the application for a Fee Award to Class Counsel;

(e) to consider the application for a Service Award to the Settlement Class Representatives;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

21. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court at least ten (10) days prior to the Objection/Exclusion Deadline.

22. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court at least ten (10) days prior to the Final Approval Hearing.

23. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a final order approving the Settlement Agreement

and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

24. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.


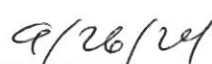
25. The Court will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, the Settlement Agreement and Final Approval Order thereafter.

26. All discovery and other proceedings in the Litigation as between Plaintiffs and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

27. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.

28. In accordance with the provisions of the Settlement Agreement specifying the procedures for settlement administration and payment to Settlement Class Members, the Court enumerates below the following deadlines:

Event	Date
Notice Date	28 days after entry Preliminary Approval
Fee Petition	10 Days before Objection/Exclusion Deadline
Objection/Exclusion Deadline	30 days after Notice Date
Final Approval Motion	10 days before Final Approval Hearing
Supplement to Fee Petition	10 days before Final Approval Hearing
Final Approval Hearing	January 6, 2025 at 10:30 a.m.

 
Approved and so ordered.